

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

Jasco Products Company, LLC, and)	
Cantigny Lighting Control, LLC)	
)	
Plaintiffs;)	
)	
v.)	Civil Action No. 5:18-cv-44
)	
Prime Wire & Cable, Inc., and)	<i>Jury Trial Demanded</i>
YFC-BonEagle Electric Co., Ltd.)	
)	
Defendants.		

SECOND AMENDED COMPLAINT

Comes now, Jasco Products Company, LLC and Cantigny Lighting Control, LLC (referred to collectively herein as “Plaintiffs”), and files this Second Amended Complaint against Defendants Prime Wire & Cable, Inc. and YFC-BonEagle Electric Co., Ltd., alleging the following:

Parties, Jurisdiction, and Venue

1. This civil action arises under the Patent Laws of the United States, United States Code, Title 35, Section 1 et seq., and in particular, 35 U.S.C. § 271.
2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

3. Plaintiffs' claims in the Complaint arise under the Patent Laws of the United States, United States Code, Title 35, Section 1 et seq., and in particular, 35 U.S.C. § 271.
4. This Court also has jurisdiction over the subject matter of this action under the provisions of 28 U.S.C. § 1332(a) in that the matter in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs, and is between citizens of different states.
5. Plaintiff Jasco Products Company, LLC ("Jasco") is a limited liability company organized and existing under the laws of the State of Oklahoma. Plaintiff's principal place of business is located at 10 E. Memorial Road Oklahoma City, Oklahoma 73114. Jasco also has a place of business located at 10228 Bailey Road, Unit 238, Cornelius, North Carolina 28031. Jasco develops and manufactures products in the fields of home automation, lighting, security, and home entertainment, and power and mobility products. Plaintiff's product offerings include a variety of timers.
6. Plaintiff Cantigny Lighting Control, LLC ("Cantigny") is an Illinois limited liability company having a place of business at 2018 Dorset Drive, Wheaton, Illinois.

7. Upon information and belief, Defendant Prime Wire & Cable, Inc. (referred to herein as “Prime”) is a California corporation doing business in the State of North Carolina.
8. Prime may be served process by and through its registered agent, William Ferlauto, at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
9. Upon information and belief, Defendant YFC-BonEagle Electric Co., Ltd. (referred to herein as “YFC”) is a Taiwanese limited liability company.
10. Upon information and belief, YFC is doing business in the State of North Carolina.
11. Upon information and belief, Prime is a wholly owned subsidiary of YFC. (Prime Wire & Cable, Inc. and YFC-BonEagle Electric Co., Ltd. are referred to herein collectively as “Defendants.”)
12. Upon information and belief, Prime sells electrical cords, surge protectors, power strips, timers, remotes, lighting, and related accessories.
13. Prime’s products include EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) (referred to collectively herein as the “accused products”).

14. YFC manufactures products for Prime, including the accused products.
15. This Court has personal jurisdiction over Defendants in this action pursuant to the North Carolina Long-Arm Statute §1-75.4.
16. Defendants are engaged in substantial activity within the State of North Carolina.
17. Defendants maintain a physical place of business within the State of North Carolina, and regularly conduct business within the State of North Carolina.
18. Defendants maintain a physical place of business at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
19. Defendants regularly conduct business at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
20. Photographs of the exterior of Defendants' physical office at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 are attached to Plaintiff's First Amended Complaint as Exhibit 1 [Doc. 8-1] and is incorporated herein.
21. Defendants have committed acts within the State of North Carolina that relate to and give rise to this action. Such acts include, *inter alia*, offering to sell and/or selling products infringing U.S. Patent No. 9,320,122 in the State of North Carolina.

22. Products manufactured by YFC have been used within the State of North Carolina in the ordinary course of trade.
23. Solicitation or services activities have been carried on within the State of North Carolina by or on behalf of Defendants.
24. Upon information and belief, solicitation or services activities have been carried on by or on behalf of Defendants at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
25. This Court is a proper venue for this action pursuant to 28 U.S.C. §1391 and 28 U.S.C. §1400.
26. This Court is a proper venue with regard to YFC, because YFC does not reside in the United States and may be sued in any judicial district pursuant to 28 U.S.C. §1391.
27. This Court is a proper venue with regard to Prime pursuant to 28 U.S.C. §1400. Prime has committed acts of infringement and has a regular and established place of business in this judicial district.
28. Prime has committed acts of infringement within this judicial district by offering to sell and selling products infringing U.S. Patent No. 9,320,122 within this judicial district.
29. Prime's EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP

(item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) infringe U.S. Patent No. 9,320,122.

30. Prime has offered to sell and/or has sold within this judicial district EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292), referred to herein as the “accused products.”
31. The accused products are sold in Lowe’s stores within this judicial district. A receipt for the purchase of Prime’s EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) from a Lowe’s store located at 5310 Ballantyne Commons Parkway, Charlotte, North Carolina 28277 on March 9, 2018 is attached to Plaintiff’s First Amended Complaint as Exhibit 2 [Doc. 8-2] and is incorporated herein.
32. Upon information and belief, Prime has offered to sell and sold the accused products to Lowe’s Companies, Inc. and/or Lowe’s Home Centers, LLC. Lowe’s Companies, Inc. and Lowe’s Home Centers, LLC are referred to herein collectively as “Lowe’s.”

33. Upon information and belief, Lowe's Companies, Inc. is headquartered within this judicial district in Mooresville, North Carolina.
34. Lowe's Companies, Inc. is a North Carolina corporation having a principal office within this judicial district at 1000 Lowe's Blvd., Mooresville, North Carolina 28117. A copy of Lowe's Companies, Inc.'s most recent annual report on file with the North Carolina Secretary of State is attached to the First Amended Complaint as Exhibit 3 [Doc. 8-3] and is incorporated herein.
35. Lowe's Home Centers, LLC is a North Carolina limited liability company having a principal office within this judicial district at 1605 Curtis Bridge Rd., Wilkesboro, North Carolina 28697. A copy of Lowe's Home Centers, LLC's most recent annual report on file with the North Carolina Secretary of State is attached to the First Amended Complaint as Exhibit 4 [Doc. 8-4] and is incorporated herein.
36. Prime has a regular and established place of business at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
37. The "Contact" page from Prime's website lists 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 as one of three physical offices of Prime.
38. A print-out of the "Contact" page (<http://www.primewirecable.com/contact-us-61>)

from Prime's website is attached to the First Amended Complaint as Exhibit 5 [Doc. 8-5] and is incorporated herein.

39. Prime's office at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 is located within this judicial district.
40. Upon information and belief, Lowe's is Prime's largest customer.
41. Upon information and belief, Lowe's is the largest customer of the accused products.
42. Upon information and belief, the primary purpose of Prime's office at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 is to sell Prime's products to Lowe's, including the accused products.
43. Lowe's purchases and sells more of Prime's products than any other retailer. Defendants' office at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 is critical to selling Prime's products and providing sales support services to Prime's most important customer- Lowe's. Prime's very existence is dependent upon its relationship with Lowe's. Prime's employees at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 are responsible for selling Prime's products to Lowe's, including the accused products.
44. Upon information and belief, Bill Ferlauto is President of Prime Wire & Cable, Inc.

45. Upon information and belief, Bill Ferlauto maintains a regular and established office within this judicial district.
46. Upon information and belief, Bill Ferlauto has an office at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
47. As of the date of filing of the original complaint in this action on March 14, 2014, Prime's website listed Bill Ferlauto as "President." Prime's website provided a telephone number of (704) 799-6000 for President Bill Ferlauto. A copy of a print-out from Prime's website is attached to the First Amended Complaint as Exhibit 6 [Doc. 8-6] and is incorporated herein.
48. As of the date of filing of the original complaint in this action on March 14, 2014, Prime's website listed Todd Hermon as "Director of Sales." Prime's website provided a telephone number of (704) 799-6000 x509 for Director of Sales Todd Hermon. (See Doc. 8-6)
49. Prime's LinkedIn page lists at least nine employees of Prime having a location of "Charlotte, North Carolina." These employees include Bill Ferlauto "President at Prime Wire & Cable, Inc.", Todd Hermon "Director of Sales at Prime Wire & Cable, Inc.", Yiping Lu "Product Manager at Prime Wire & Cable, Inc.", Debbie Hansen "Product Manager at Prime Wire & Cable, Inc.", Michael Truelove "Product Manager", Steve McNamee "B2B B2C Marketing Executive of leading brands, global

product development...”, Matthew Wright “New Product Development at Prime Wire and Cable”, Chris Bassett “National Account Manager”, and Kevin Baum “Senior Product Manager and Prime Wire & Cable, Inc.” A print-out of a portion of Prime’s LinkedIn page is attached as Exhibit 7 to the First Amended Complaint [Doc. 8-7] and is incorporated herein.

50. Bill Ferlauto’s LinkedIn page states that he is the current President at Prime Wire & Cable, Inc. A print-out of the LinkedIn page is attached as Exhibit 8 to the First Amended Complaint [Doc. 8-8] and is incorporated herein.
51. Bill Ferlauto is named as an inventor on at least three issued patents applied for by Prime Wire & Cable, Inc. These patents are U.S. Patent Nos. D791,993, D794,858, and D794,859. Bill Ferlauto is listed as residing in Mooresville, North Carolina on all three patents. Copies of the first page of each patent are attached together as Exhibit 9 to the First Amended Complaint [Doc. 8-9] and is incorporated herein.
52. Employees and/or agents of Prime have committed acts of infringement of U.S. Patent No. 9,320,122 in this judicial district, and Prime has a regular and established place of business located within this judicial district at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117.
53. Upon information and belief, Bill Ferlauto, Todd Hermon, Chris Bassett, and/or other employees of Prime located at Prime’s place of business at 179

Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 have sold and/or offered for sale products infringing U.S. Patent No. 9,320,122 to at least one buyer located in this judicial district.

54. Employees of Prime located at 179 Gasoline Alley, Suite 103, Mooresville, North Carolina 28117 have sold and/or offered for sale EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) to Lowe's Companies, Inc. and/or Lowe's Home Centers, LLC. Lowe's Companies, Inc. and Lowe's Home Centers, LLC are located in this judicial district.
55. Prime has sold and/or offered for sale EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and/or EZ-SET timer model #LTNIDEZ1 (item #0864292) in this judicial district.

Patent Infringement

56. Plaintiff incorporates all of the allegations of the above paragraphs 1-54, as if fully set forth herein.
57. U.S. Patent No. 9,320,122 (hereinafter "the '122 patent") was issued by the U.S. Patent and Trademark Office on April 19, 2016. The '122 patent is a

utility patent titled “PROGRAMMABLE LIGHT TIMER AND A METHOD OF IMPLEMENTING A PROGRAMMABLE LIGHT TIMER.”

A copy of the ‘122 patent is attached to the First Amended Complaint as Exhibit 10 [Doc. 8-10] and incorporated herein.

58. Cantigny Lighting Control, LLC is the owner of the ‘122 patent by way of an assignment from the inventor John Joseph King to Cantigny executed on May 4, 2016. A copy of the assignment recorded in the U.S. Patent and Trademark Office at Reel 038505, Frame 0166 is attached to the First Amended Complaint as Exhibit 11 [Doc. 8-11] and incorporated herein.
59. Cantigny has granted an exclusive license of the ‘122 patent to Jasco. A redacted copy of the license agreement and license agreement amendment is attached to the First Amended Complaint as Exhibit 12 [Doc. 8-12] and incorporated herein. (The attached copy has been redacted to remove confidential financial terms and bank account information.)
60. Jasco is the exclusive licensee of the ‘122 patent, and has the exclusive right to make, have made, use, sell, offer for sale and import products covered by the ‘122 patent. The license agreement also grants to Jasco the right to bring actions for infringement of the ‘122 patent.
61. Prime has infringed the ‘122 patent by making, offering for sale, and/or selling in the United States, and/or importing into the United States,

products that embody the patented invention, and will continue to do so unless enjoined by this court.

62. Prime has made, offered for sale and/or sold in the United States timer products identified as EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) (referred to collectively herein as the “accused products”). Samples of Prime’s EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), EZ-SET timer model #LTNIWP (item #0869904), and EZ-SET timer model #LTNIDEZ1 (item #0864292) are shown in their packaging in photographs attached to the First Amended Complaint as Exhibits 13, 14, 15 and 16 [Docs. 8-13, 8-14, 8-15, 8-16], respectively, and incorporated herein.
63. Prime’s EZ-SET timer model #LTNIDP12 (item #0869902), EZ-SET timer model #LTNODP23 (item #0869903), and EZ-SET timer model #LTNIWP (item #0869904) infringe at least claims 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 20 of the ‘122 patent. Prime’s EZ-SET timer model #LTNIDEZ1 (item #0864292) infringe at least claims 1 and 15 of the ‘122 patent.
64. Prime has willfully infringed the ‘122 patent. Prime has continued to make, offer for sale, and/or sell the accused products in the United States after

having been put on actual notice of the '122 patent and Plaintiff's claim of infringement of the '122 patent.

65. On December 8, 2017, Jasco sent via certified mail, return receipt requested, a letter addressed to Prime's president stating that Prime's accused products infringe the '122 patent. A copy of Jasco's letter and enclosures is attached to the First Amended Complaint as Exhibit 17 [Doc. 8-17] and is incorporated herein. In a letter dated December 14, 2017, an attorney representing Prime acknowledged Prime's receipt of Jasco's letter. A copy of Prime's letter is attached to the First Amended Complaint as Exhibit 18 [Doc. 8-18] and is incorporated herein.
66. YFC has imported the accused products into the United States.
67. Upon information and belief, YFC manufactures the accused products in China, and imports the accused products to Prime's distribution center located in the United States and/or imports the accused products to a Lowe's distribution center in the United States.

Prayer for Relief

WHEREFORE, Plaintiffs respectfully ask the Court to grant the following relief:

- A. That the Court enter preliminary and permanent injunctions against Defendants and its officers, directors, agents, employees, and all

those in active concert or participation with Defendants, enjoining them from infringing the '122 patent pursuant to 35 U.S.C. § 283;

- B. That Plaintiffs be granted an accounting for damages resulting from Defendants' infringement of the '122 patent;
- C. That Plaintiffs be awarded judgment against Defendants for damages resulting from Defendants' infringement of the '122 patent, and that such damages be trebled pursuant to 35 U.S.C. § 284;
- D. That Plaintiffs be awarded their reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- E. That the Court award Plaintiffs interest, costs, and such further relief that this Court deems just and equitable;
- F. That the Court order Defendants to pay Plaintiffs all reasonable taxable costs in a sum and manner deemed appropriate by this Court based on deliberate and willful infringement of the '122 patent;
- G. That a trial by jury be had on all issues so triable; and
- H. Such other and further relief as the Court may deem just and proper, in law or equity.

Respectfully submitted, this the 31st day of October, 2018.

/s/ Stephen Ashley

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Certificate of Service

Service of the foregoing document on Defendants Prime Wire & Cable, Inc. and YFC-BonEagle Electric Co., Ltd. will be accomplished through the Court's Notice of Electronic Filing system.

This the 31st day of October, 2018.

/s/ Stephen Ashley
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